Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over \$4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", <u>Daily</u> Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio

5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social

- @EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"
- @Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"
- @RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"
- <u>@RepStefanik</u>: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors... It's critical that the EPA continues to use the highest quality research when making policy decisions."
- @Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"
- <u>@AGRutledge</u>: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n..."

<u>@AGRutledge</u>: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working, <u>arkansasag.gov/media-center/n...</u>"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules

Reuters

By Valerie Volcovici

May 22, 2017

https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.

"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done," Ebell said.

In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.

"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.

A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency

Fox & Friends

May 17, 2017

http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country, the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader, the past administration talked a lot, this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house, this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership, and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites, set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.



To: Interested Parties

From: Joe Pounder, President, America Rising Corp.

Date: May 22, 2017

Subject: Media Monitoring Services In 2017-2018

Project Scope:

Provide comprehensive media monitoring of news about Administrator Scott Pruitt and specifically about the Environmental Protection Agency (EPA).

Media Monitoring:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include print and online sources, national and local TV, and social media. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are below.

The monitoring will focus on stories about Administrator Pruitt and the EPA and not stories about environmental policy in general. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

In the next three months, Definers will be rolling out for its monitoring clients a new Console that will make all news clips alerted available via login in addition to email notifications. The Console has a powerful search function that will allow users to easily find the clips they need for ongoing projects.

Timeline:

Definers can begin providing immediate support upon execution of an agreement.

Budget:

To accomplish this level of monitoring support, Definers proposes a retainer of \$10,000 per month for a term of one-year.

Sample Matrix/Compendium

EPA Clips May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", lowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", \underline{PRI} , 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside \$12 Million For Buyouts In Coming Months", Washington Post,

5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

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Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

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<u>@EmilyAtkin</u>: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

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Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

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But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

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Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency

Fox & Friends May 17, 2017

http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20A M&playclip=true

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Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

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Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From:

Quarles, Michael

Sent:

Tuesday, January 09, 2018 11:12 AM

To:

Scott, Elaine

Subject:

Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC

Attachments:

Definers Cost Breakdown/Letter, ATT00001.htm

Quote

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

From: "Lynn, Tricia" < lynn.tricia@epa.gov>

Date: November 16, 2017 at 1:37:52 PM EST

To: "Dews, Donna" < <u>Dews.Donna@epa.gov</u>>, "Quarles, Michael" < Quarles.Michael@epa.gov>, "Gosnell, Jody" < <u>Gosnell.Jody@epa.gov</u>>

Cc: "Grantham, Nancy" < Grantham. Nancy@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Donna-

I apologize...I thought you just needed that so I could put it in the IGCE. Please see the attached email, wherein Definers quotes a price.

| That said, | Deliberative Process / Ex. 5 |
|------------|------------------------------|
| | Deliberative Process / Ex. 5 |

Thanks!

--Tricia

From: Dews, Donna

Sent: Thursday, November 16, 2017 1:28 PM

To: Lynn, Tricia < lynn.tricia@epa.gov>; Quarles, Michael < Quarles.Michael@epa.gov>; Gosnell, Jody

<Gosnell.Jody@epa.gov>

Cc: Grantham, Nancy < Grantham. Nancy@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Importance: High

1

Hi All

I am still reviewing documents submitted (JOFOC and SOW) but we still need that Quote from the contractor (Definers). If you sent and I missed, I apologize. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Lynn, Tricia

Sent: Monday, November 13, 2017 11:48 AM

To: Dews, Donna < Dews. Donna@epa.gov >; Quarles, Michael < Quarles. Michael@epa.gov >; Gosnell, Jody

<Gosnell.Jody@epa.gov>

Cc: Grantham, Nancy < Grantham. Nancy@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi all-

Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.

Thanks everyone!

--Tricia

From: Dews, Donna

Sent: Thursday, November 02, 2017 11:48 AM

To: Quarles, Michael < Quarles. Michael @epa.gov >; Grantham, Nancy < Grantham. Nancy @epa.gov >;

Lynn, Tricia <lynn.tricia@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody @epa.gov >

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Michael

Thank you.

Donna Dews
Contract Specialist

US Environmental Protection Agency Office of Acquisition Management HPOD/Program Contract Service Center Washington, DC 20460 202-564-6752 (DIRECT) Dews.donna@epa.gov

From: Quarles, Michael

Sent: Thursday, November 02, 2017 11:44 AM

To: Grantham, Nancy < Grantham.Nancy@epa.gov>; Dews, Donna < Dews.Donna@epa.gov>; Lynn, Tricia

<lynn.tricia@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody @epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy

Sent: Thursday, November 02, 2017 9:31 AM

To: Dews, Donna < Dews. Donna@epa.gov>; Lynn, Tricia < lynn.tricia@epa.gov>; Quarles, Michael

<Quarles.Michael@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham Office of Public Affairs US Environmental Protection Agency 202-564-6879 (desk)

Personal Phone / Ex. 6 (mobile)

3

From: Dews, Donna

Sent: Thursday, November 02, 2017 9:30 AM

To: Lynn, Tricia < lynn.tricia@epa.gov >; Quarles, Michael < Quarles.Michael@epa.gov >; Grantham, Nancy

<Grantham.Nancy@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody@epa.gov>

Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Scott, Elaine

From:

Julia Cotrone < jcotrone@definerscorp.com>

Sent:

Friday, November 03, 2017 11:47 AM

To:

Lynn, Tricia

Subject:

Definers Cost Breakdown/Letter

Hi Tricia.

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

- -Advanced search functions
- -Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
- -Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
- -Human analysis
- -Coverage throughout the day
- -Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
- -Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks, Julia Cotrone Special Assistant Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console

- 2,500 = scope of clips package as defined by agency
 - -News Alerts throughout the day from online, print, and TV sources
 - -Matrices
 - -Relevant breaking news

Julia Cotrone

O: 571.290.5461 | C: Personal Phone / Ex. 6

| (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). |
|--|
| (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). |
| (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). |
| (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). |
| X (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). |
| X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). |
| (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). |
| (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). |
| (54) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). |
| (ii) Alternate I (Apr 2003) of 52.247-64. |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: |
| [Contracting Officer check as appropriate.] |
| (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) |
| (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.). |
| (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67). |
| (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (May 2014) (41 U.S.C. chapter 67). |
| (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67). |
| (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658). |
| (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). |
| |

- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52:203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

| http://farsite.hill.af.mil/ | |
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EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.
- (b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.
- (c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.
- (d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at http://epa.gov/docs/irmpoli8/policies/index.html".

EPAAR 1552.232-74 Payments—Simplified Acquisition Procedures Financing (JUN 2006)

Simplified acquisition procedures financing in the form of interim payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the project officer: monthly in arrears

[71 FR 32284, June 5, 2006]

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing

Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

- (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
- (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.
- (c) The contractor has a continuing obligation to update the subject certification as required.

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

Dews, Donna

From:

Dews, Donna

Sent:

Thursday, December 14, 2017 2:02 PM

To:

Stewart, Keith

Cc:

Brown, Rayna; Gosnell, Jody; Plater, Lottie; Wilson, Jessica; Scott, Elaine

Subject:

FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael

Sent: Wednesday, December 06, 2017 9:40 AM To: Dews, Donna < Dews. Donna@epa.gov>

Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>;

Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>

Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna

Sent: Tuesday, December 05, 2017 11:49 AM

To: Quarles, Michael < Quarles. Michael@epa.gov >

Cc: Gosnell, Jody < Gosnell.Jody@epa.gov>; Lynn, Tricia < lynn.tricia@epa.gov>; Brown, Rayna < brown.rayna@epa.gov>;

Stewart, Keith < Stewart. Keith@epa.gov>

Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]

Sent: Wednesday, November 29, 2017 11:48 AM

To: Dews, Donna < Dews. Donna@epa.gov>

Subject: Response to Sole Source Notification: 68HE0H18B0002

Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition.

PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA

Contract Period: June 9, 2017 to June 8, 2022

874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD

CEO & Managing Partner

Burton J. Squires

Vice President & Partner

Harvey Glasgow

Controller, FSO & Partner

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

1

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is;
 and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP

Agri-Pulse

Argus Media

Axios

Bloomberg BNA

Boston Globe

Breitbart

Business Insider

CNN

Chicago Tribune

Christian Science Monitor

The Daily Caller

E&E News

Financial Times

Forbes

Fox News

The Guardian

The Hill Hot Air Independent Journal Review

LA Times

Morning Consult

NPR

NTK Network

NY Times

The Oklahoman

PJ Media Politico

onitioo.

Reuters

Scientific American

Tulsa World

USA Today

Wall Street Journal

Washington Examiner

Washington Post

Washington Times

Google News Keywords-EPA, Environmental

Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

- a. Administrator
- b. Brownfields/Superfund/Other cleanups
- c. Budget
- d. Climate Change
- e. Emergency Response
- f. Energy
- g. Enforcement
- h. Environmental Justice
- i. EPA
- i. Grants
- k. Hazardous waste
- 1. International environmental agreements and disputes
- m. Pesticides
- n. Research and Development
- o. Rules/Regulations/Policy
- p. Toxics/TSCA
- q. Trash/recycling/composting/solid waste
- r. Tribal environmental issues

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

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| Name | Due | Acceptance Criteria |
|--|--|--|
| Near Live-Time Coverage of Relevant Individual Media Stories | Due five days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication. | Individual or combined story entries are delivered to appropriate recipients via email. Selected articles demonstrate an understanding of which issues are important to OPA Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. Emails are in an easily-readable, Section 508-compliant format. Updates to the recipient listserv are made within one (1) business day. |

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail

delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listsery, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

| Name | Due | Acceptance Criteria |
|--|---|--|
| Compiled News Coverage of EPA and Environmental Issues | Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday. | Compendia arrive on time and to all recipients on vendormaintained listserv. Compendia use reasonable font and type size, and are Section 508 compliant. Compendia include relevant articles gleaned from the OPA-provided list of key words. Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone for each story included. |

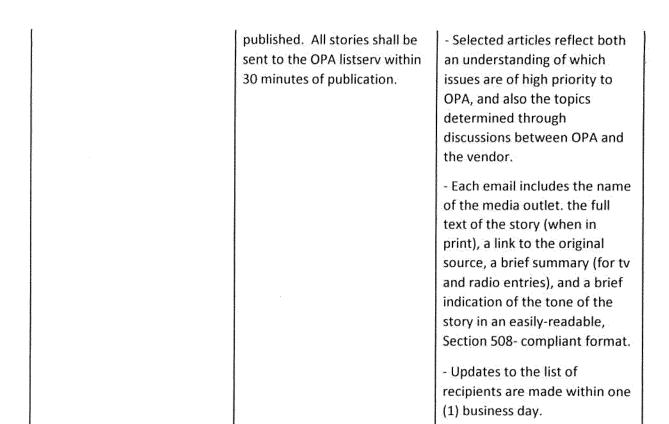
| | - Compendia include a trend analysis |
|--|--|
| | - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. |
| | - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes. |

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

| Name | Due | Acceptance Criteria |
|---|--|--|
| Near Live-Time Coverage of High Priority New Stories | Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are | - Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication. |



Supporting Information

The Period of Performance shall be for one year from date of contract award.



To:

Interested Parties

From:

Joe Pounder, President, Definers Public Affairs

Julia Cotrone, Special Assistant, Definers Public Affairs

Will Schenkel, VP, Definers Public Affairs

Date:

December 7th, 2017

Subject:

EPA Media Support Proposal

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) Media Monitoring Scope:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers will alert major stories as they develop. Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

To achieve this Definers will provide the EPA 4 basic services:

- 2A) delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) Proposal:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

- **3A)** This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:
 - Administrator
 - Brownfields/Superfund/Other cleanups
 - Environmental Justice
 - Environmental activists
 - EPA
 - International environmental agreements and disputes
 - Toxics/TSCA
 - Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste
- 3B) The monitoring program for the subjects outlined above would incorporate two tracks:
- i. On a daily basis, stories would be compiled into morning and evening matrices of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.
- ii. In a breaking news situation, Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.
 - 3C) Through Definers Console-based war room system the EPA team can be automatically notified via email of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- **NY Times**
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- **USA** Today
- Youtube
- Wall Street Journal
- Washington Examiner
- **Washington Post**
- **Washington Times**

3E) Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

4) Definers Estimated Cost:

To accomplish your objectives, we anticipate a cost of \$120,000 over 12 months. A monthly cost of \$10,000 for the Console and Support -see below:

Monthly Cost Breakdown:

\$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution

\$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", State impact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", <u>Iowa Farmer Today</u>, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside \$12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over \$4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio

5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social

@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors... It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n..."

<u>@AGRutledge</u>: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working, arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules

Reuters

By Valerie Volcovici

May 22, 2017

https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

FWW v. EPA (18-cv-01497)

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.

"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done," Ebell said.

In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.

"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.

A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency

Fox & Friends

May 17, 2017

http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning, Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country, the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader, the past administration talked a lot, this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites, set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From:

Quarles, Michael

Sent:

Tuesday, January 09, 2018 11:22 AM

To:

Scott. Elaine

Subject:

Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC

Attachments:

SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

From: "Lynn, Tricia" < lynn.tricia@epa.gov>
Date: November 13, 2017 at 11:47:59 AM EST

To: "Dews, Donna" < <u>Dews.Donna@epa.gov</u>>, "Quarles, Michael" < <u>Quarles.Michael@epa.gov</u>>, "Gosnell, Jody" < <u>Gosnell.Jody@epa.gov</u>>

Cc: "Grantham, Nancy" < Grantham. Nancy@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi all-

Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.

Thanks everyone!

--Tricia

From: Dews, Donna

Sent: Thursday, November 02, 2017 11:48 AM

To: Quarles, Michael < Quarles Michael@epa.gov >; Grantham, Nancy < Grantham.Nancy@epa.gov >;

Lynn, Tricia < lynn.tricia@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody @epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Michael

Thank you.

Donna Dews Contract Specialist US Environmental Protection Agency Office of Acquisition Management **HPOD/Program Contract Service Center** Washington, DC 20460 202-564-6752 (DIRECT) Dews.donna@epa.gov

From: Quarles, Michael

Sent: Thursday, November 02, 2017 11:44 AM

To: Grantham, Nancy < Grantham.Nancy@epa.gov>; Dews, Donna < Dews.Donna@epa.gov>; Lynn, Tricia

<lynn.tricia@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody @epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles Acquisitions and Assistance Manager Office of Administrative and Executive Services **US Environmental Protection Agency** 1200 Pennsylvania Ave. NW Washington, DC 20460 Mail Code 6202A (202) 343-9970

From: Grantham, Nancy

Sent: Thursday, November 02, 2017 9:31 AM

To: Dews, Donna < Dews. Donna@epa.gov >; Lynn, Tricia < lynn.tricia@epa.gov >; Quarles, Michael

<Quarles.Michael@epa.gov>

Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>

Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think **Deliberative Process / Ex. 5**

Thanks all

Nancy Grantham Office of Public Affairs

2

Deliberative Process / Ex. 5

US Environmental Protection Agency 202-564-6879 (desk)

Personal Phone / Ex. 6 (mobile)

From: Dews, Donna

Sent: Thursday, November 02, 2017 9:30 AM

To: Lynn, Tricia < lynn.tricia@epa.gov>; Quarles, Michael < Quarles.Michael@epa.gov>; Grantham, Nancy

<Grantham.Nancy@epa.gov>

Cc: Gosnell, Jody < Gosnell. Jody@epa.gov>

Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting **Deliberative Process / Ex. 5**

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Please let Jody or I know if

you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

 include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is;
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP Agri-Pulse

Argus Media

Axios

Bloomberg

Bloomberg BNA Boston Globe

Breitbart

Business Insider

CNN

Chicago Tribune Christian Science Monitor

The Daily Caller

E&E News **Financial Times**

Forbes Fox News

The Guardian

The Hill Hot Air

Independent Journal Review

LA Times Morning Consult

NPR

NTK Network

NY Times

The Oklahoman

PJ Media Politico

Reuters

Scientific American

Tulsa World

USA Today

Wall Street Journal

Washington Examiner

Washington Post

Washington Times

Google News Keywords- EPA, Environmental

Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

- a. Administrator
- b. Air
- c. Brownfields/Superfund/Other cleanups
- d. Budget
- e. Climate Change
- f. Emergency Response
- g. Energy
- h. Enforcement
- i. Environmental Justice
- i. EPA
- k. Grants
- l. Hazardous waste
- m. International environmental agreements and disputes
- n. Pesticides
- o. Research and Development
- p. Rules/Regulations/Policy
- q. Toxics/TSCA
- r. Trash/recycling/composting/solid waste
- s. Tribal environmental issues
- t. Water

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries

may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

| Name | Due | Acceptance Criteria |
|--|---|---|
| Near Live-Time Coverage of Relevant Individual Media Stories | Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication. | - Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listsery are made within one (1) business day. |

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifies will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listsery, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

| Name | Due | Acceptance Criteria |
|--|---|---|
| Compiled News Coverage of EPA and Environmental Issues | Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday. | - Compendia arrive on time and to all recipients on vendor-maintained listserv Compendia use reasonable font and type size, and are Section 508 compliant Compendia include relevant articles gleaned from the OPA-provided list of key words Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief |

| indication of the story's tone for each story included. |
|--|
| - Compendia include a trend analysis |
| - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. |
| Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes. |

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

| Name | Due | Acceptance Criteria |
|---|--|--|
| Near Live-Time Coverage of High Priority New Stories | Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a | - Individual or combined story entries are delivered to appropriate recipients via email |

rolling basis, throughout the within 30 minutes of article publication. day as news stories are published. All stories shall be - Selected articles reflect both sent to the OPA listsery within an understanding of which 30 minutes of publication. issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Task 4 - Deliver and Maintain Searchable Database of Past Media Stories

Deliverables

The contractor shall host and provide access to a Section 508-compliant database of all media content collected in carrying out Tasks 1, 2 and 3 of this statement of work. This database shall be accessible to approximately 30 OPA staff and provide them with the ability to search media content by topic, title, media outlet, and reporter name. Access to the database shall be available 24 hours per day, seven days per week, including holidays, with exceptions for scheduled maintenance. Database shall be available within 24 hours of contract award.

| Name | Due (if applicable) | Acceptance Criteria |
|-----------------------------|---|---|
| Searchable Database of Past | Database shall be live within 24 | - Database is available within |
| Media Stories | hours of contract award and | 24 hours of contract award. |
| | shall be updated continuously. Database shall be made available on a 24/7 basis with | - Database is available on a 24/7, seven (7) days per week, |

| the exception of scheduled maintenance. | including holidays, with the exception of scheduled maintenance. |
|---|--|
| | - Database includes all media content collected in carrying out Tasks 1, 2, & 3 of this statement of work, and also includes trend analyses from Task 2. |
| | - Database is searchable by topic, title, media outlet, and reporter name. |
| | - Database is updated continuously. |
| | - Database is Section 508 compliant. |

Supporting Information

The Period of Performance shall be for one year from date of contract award.

Instructions to Offeror

Vendors shall submit a firm fixed price quote for the required services with a one (1) year base period. Price and technical quotes must be submitted as two distinct files, with the technical quote being no more than 15 pages, excluding past performance information, reésumés, and the requested sample work (see technical approach evaluation factor below). The technical quote must be submitted electronically with standard letter sizing (8½" x 11") and 1 inch margins, and must use a reasonable font and font size, such as Calibri 11.

The price quote must detail pricing for the base period, and must include any necessary licensing fees (Factiva, Lexis Nexis or similar) used to provide the deliverables included in the Statement of Work.

Quotes are due no later than.

Questions regarding this procurement are due no later than. Questions received after that point may not be answered. All questions and offers must be submitted via FedConnect. FedConnect is a web portal that connects agencies and contractors to streamline the process of doing business awith the federal government. There is no charge to use FedConnect. Contractors can register with FedConnect at www.fedconnect.net/FedConnect/. For assistance in registering, or for other FedConnect technical questions, contractors should call the FedConect Help Desk at (800) 899-6665 or email at <a href="https://support.org/

The point of contact for this procurement is.

Evaluation Factors

The Government will award the Purchase Order based upon "Best Value" methodology using the following evaluation factors. For this requirement, all evaluation factors other than price, when combined, are significantly more important than price. The evaluation criteria, which are in descending order of importance, are as follows:

Factor 1 – Technical Approach: Offers will be evaluated on the extent to which they clearly describe an effective technical approach for accomplishing the tasks and requirements of the SOW, ensuring both quality of service and product and cost efficiencies. The offeror shall clearly describe the purpose, scope, and content of the proposed deliverables that will be produced in implementing the SOW. Additionally, offerors shall include a clear plan for the successful management of the contract. Finally, offerors shall include a comprehensive list of the publications that will be utilized in the performance of the work.

As part of the technical quote, OPA requests a sample of Tasks 1 and 2 (also excluded from the technical approach page limit). Task 1 shall be completed on the day before quotes are due. Task 2 shall be completed on the day quotes are due, no later than 8:00

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Commented [TL2]: Date and time here, per CO.

Commented [TL3]: Name and title, per CO.

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AM. In addition, OPA requests to see a live sample of the type of database required under Task 4. A link and any necessary login information should be provided with the quote.

Factor 2 – Past Performance: Offers will be evaluated on the quality of their past performance of projects of similar scope and size, complexity, and results to the requirements of this SOW. Offerors shall describe three (3) projects performed in the last five (5) years. For each reference, the offeror shall describe the scope and dollar value of the project, the offeror's approach to performing the work, the results of the project, the relevance of the work to the requirements of this RFQ, and the impact of the project on the customer's organization. The description shall include client references and contact information for each experience provided. References may be called to verify information.

Factor 3 – Staffing Approach: Offers will be evaluated on the quality, suitability, and probability of success of their proposed staffing plans. Offerors shall describe their staffing approach in the form of a staffing plan. The staffing plan shall include resumes for the personnel proposed for the purchase order. The plan shall describe the role and level of involvement of each proposed team member in implementing the SOW tasks. The plan shall describe the offeror's proposed procedure for replacing personnel when team vacancies occur. If key personnel are proposed, the plan shall identify the actual duration of their proposed assignment(s).

<u>Factor 4 – Price</u> - Offerors will be evaluated on the fairness and reasonableness of their proposed price, which will be compared against the proposed technical solution and the Government independent cost estimate.

The technical proposal will be reviewed, evaluated, and rated in accordance with the above 3 technical evaluation factors according to the following:

US Environmental Protection Agency ratings focus on the ability of the offeror to accomplish the goals outlined in the SOW as well as strengths and weaknesses demonstrated in the offeror's technical plan. Ratings will be assigned to each technical quote by the reviewer(s) based on the criteria above. In the case of more than one reviewer, the ratings will be assigned by consensus.

| Adjectival Rating | Description |
|----------------------|--|
| Exceptional | Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies. |

| Good | Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist. |
|--------------|---|
| Acceptable | Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected. |
| Marginal | Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist. |
| Unacceptable | Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success. |

Price will not receive an adjectival rating; rather it will be used to determine a successful quote.

Independent Government Cost Estimate

Commented [TL6]: CO: Is this sufficient?

EPA estimates that the cost for this service will be PBI / Ex. 4 for a total of PBI / Ex. 4 or the one-year life of the contract. Specifically:



Definers Corp. 1500 Wilson Blvd. 5th Floor Arlington, VA 22209 US

ADDRESS

United States Environmental Protection Agency Office of Public Affairs Mail Code: 1701A

1200 Pennsylvania Avenue, NW

Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

| | | | | |
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| DATE | ACTIVITY | | | AMOUNT |
| 01/01/2018 | Initial fee of console cus described in proposal | ustomization and build out based one issues and | subjects | 2,500.00 |
| 01/01/2018 | | ges & breaking news alerts based on clip volum onsole Distribution) - \$5,000 Monthly for twelv 8 | | 60,000.00 |
| 01/01/2018 | Analyst support and acc 01/01/2018 - 12/31/2018 | cess based on clip volume - \$2,500 Monthly for 8 | r twelve months | 30,000.00 |
| 01/01/2018 | Console maintenance fo months 02/01/2018 - 12 | or EPA data based on clip volume - \$2,500 Moi 2/31/2018 | nthly for eleven | 27,500.00 |

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I-1 Clauses

I-2 FAR 52,203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-
 - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from-
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-
 - (i) Have a written code of business ethics and conduct;
 - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
 - (2) The Contractor shall-
 - (i) Exercise due diligence to prevent and detect criminal conduct; and
 - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

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- (3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-
 - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
 - (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
 - (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
 - (1) An ongoing business ethics awareness and compliance program.
 - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
 - (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
 - (2) An internal control system.
 - (i) The Contractor's internal control system shall-
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.
 - (ii) At a minimum, the Contractor's internal control system shall provide for the following:
 - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-
 - (1) Monitoring and auditing to detect criminal conduct;
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
 - (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
 - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.
 - (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

- (a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) Representation. The Offeror represents that-

| 1) It | | | corporation; | |
|-------|--|--|--------------|--|
| | | | | |

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) Payment- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
 - (6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each sixmonth period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

| 2. AMENDMENT/MODIFICATION NO. | | | CONTRACTOR OF THE CONTRACTOR O |
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| BAAAAA | 3 EFFECTIVE DATE | A REQUISITION/PURCHASE RED NO. | S PROJECT NO (#appecable) |
| P00001 | 12/19/2017 | PR-0A-17-00132 | |
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| IPOD IS Environmental Protecti Villiam Jefferson Clinton 1200 Pennsylvania Avenue, Mail Code: 3803R Jashington DC 20460 | Building | | |
| NAME AND ADDRESS OF CONTRACTOR (No. | street, county, State and ZIP Code) | PA AMENOMENT OF SOLICITATION NO. | |
| EFINERS CORP | | | |
| ttn:(b)(4) | | 98. DATED (SEE ITEM TI) | |
| 500 Wilson Blvd | | | |
| 5 rlington VA 22209 | | X IDA MODIFICATION OF CONTRACTIONOER N | |
| | | E8-18-4-000052 | |
| | | 108 DATED (SEE (TEM 13) | |
| O76234313 | FACKITY CODE | 12/07/2017 | |
| The above manbered splicitation is amended as | set forth in item 14. The hour and date | a specified for receipt of Ollers is suta t in the solicitation or as emended , by one of the following me | nded, is not extended |
| | | Y THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN T FLECT THE ADMINISTRATIVE CHANGES (SUCH AS CHANGES & AUTHORITY OF FAR 43 103(b). | |
| | ORTH IN ITEM 14, PURBUANT TO TH | | |
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| CUNTINUATION SHEET | EP-18-H-000025/P00001 | (1 | 2 | 7 |

| A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UMIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---------|---|-----------------|-------------|-------------------|---------------|
| | (6) Change the total firm-fixed-price from | | | | |
| | \$120,000.00 to \$0.00; | | | | |
| | (7) Change the Administrative Contracting | | | | |
| | Officer; and | | | | |
| | (8) Instruct the Contractor to acknowledge | | | | |
| | receipt of this modification and termination by | | | | |
| | | | | | |
| | completing, signing, dating and returning this | | | | |
| S | modification. | | | | |
| | Other Authorities for this Standard Form (SF) 30 | | | | |
| | | | | | |
| | Block 13: Administrative change as item (7) is | | | | |
| 150 | considered an administrative changes that does | | | | |
| | not affect the substantive rights of the parties | | | | |
| | and item (8) is associated with an | | | | |
| | acknowledgement of this action. | | | | |
| | | | 1 | | |
| | This order is hereby terminated and cancelled in | | | | |
| | its entirety. | | | | |
| | | | | | |
| 8,008 | The Contractor hereby acknowledges receipt of | | | | |
| | this termination by signing below and shall | | 1 | | |
| | immediately proceed with the following | 1 1 1 1 1 1 1 1 | 1 | | |
| | obligations pursuant to the Federal Acquisition | | | | |
| | Regulation (FAR) 52.212-4 Contract Terms and | | | | |
| | Conditions; Commercial Items clause (1) | | | | |
| | Termination for the Government's convenience: | | 1 | | |
| 100 | | | | | |
| | | | | | |
| | DOSERH TOUNDER, RESIDENT | | | | |
| | Print Name & Title of Authorized Representative | | | | |
| San San | | | | | |
| | | | | | |
| | | | | | |
| | Signature | | | | |
| | | | | | |
| S | 1 12/19/17 | | | | |
| | Date | | | | |
| | | | | | |
| | All other terms and conditions remains unchanged | | 1 | | |
| | and in full force and effect. | | | | |
| | Max Expire Date: 12/19/2017 | | | | |
| | LIST OF CHANGES: | 1000 | 1 | | |
| | Reason for Modification: Terminate for | | | | |
| | | 1 | | | |
| | Convenience (complete or partial) | | | | |
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| | Danied Of Danfarmana Dad Data shared from | | 1 | 1 | |
| | Period Of Performance End Date changed from | | | | |
| | Period Of Performance End Date changed from D6-DEC-18 to 19-DEC-17 | | - | | |
| | 06-DEC-18 to 19-DEC-17 | | - | | |
| | Total Amount for this Modification: -\$120,000.00 | | | | |
| | Total Amount for this Modification: -\$120,000.00 New Total Amount for this Version: \$0.00 | | | | |
| | Total Amount for this Modification: -\$120,000.00 | | | | |
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| CONTINUATION SMEET | EP-18-H-000025/P00001 | 3 | 7 |

| * 1 | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
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| A) | (B) | (C) | (D) | (E) | (F) |
| | New Total Amount for this Award: \$0.00 | | | | |
| | Obligated Amount for this Modification: | | | | |
| | -\$120,000.00 | | | | |
| | New Total Obligated Amount for this Award: \$0.00 | | | | |
| | | | | | |
| | Contracting Officer changed from Jessica Wilson | | | | |
| | to Rayna Brown | | | | |
| | Administrative Contracting Officer changed from | | | | |
| | Elaine Scott to Rayna Brown | | 1 | | |
| | | | | | |
| | | | | | |
| | Maximum Potential Expiration Date changed to: | | | | |
| | 12/19/2017 | | | | |
| S. 12 | CHANGES FOR LINE ITEM NUMBER: 1 | | | PARISHAPA | |
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| S. 1985 | Description changed from News analysis and brief | | | | |
| | service focusing on EPA work and other topics of | | | | |
| | interest to EPA for console customization, twice | | 1 | | |
| | daily clip packages & breaking news alerts, | | | | |
| | analyst support and access and console | | | | |
| | maintenance for EPA data based on clip volume to | | | | |
| | CANCELLED: News analysis and brief service | | | | |
| | focusing on EPA work and other topics of interest | | | | |
| | to EPA for console customization, twice daily | | | | |
| | clip packages & breaking news alerts, analyst | | | | |
| | support and access and console maintenance for | | | | |
| | EPA data based on clip volume | 1 | | | |
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| | Total Amount changed from \$20,000.00 to \$0.00 | I | | | |
| | Obligated Amount for this modification: | 13.75 | | | |
| 200 | -\$20,000.00 | | | | |
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| | CHANGES FOR DELIVERY LOCATION: HPOD | | | | |
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| | Amount changed from \$20,000.00 to \$0.00 | 1 | | | |
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| | CHANGES FOR ACCOUNTING CODE: | | | | |
| | 17-18-B-11H-ZZZME8-2504-1711H71040-001 | | | | |
| 3.50 | Amount changed from \$20,000.00 to \$0.00 | | | | |
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| | CHANGES FOR LINE ITEM NUMBER: 2 | | | | |
| | Description changed from News analysis and brief | | 1 | | |
| | service focusing on EPA work and other topics of | | | | |
| | interest to EPA. to | | | | |
| | CANCELLED: News analysis and brief service | | | | |
| | focusing on EPA work and other topics of interest | | | | |
| | to EPA. | I | | | |
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| | Obligated Amount for this modification: | | | | |
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| | EP-18-H-000025/P00001 | 4 | 7 |

| NO. : | GUPPLIES-SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE | AMOUNT (F) |
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| | CHANGES FOR DELIVERY LOCATION: HPOD | | | | |
| | Amount changed from \$15,000.00 to \$0.00 | | | | |
| | CHANGES FOR ACCOUNTING CODE: | | | | |
| | 17-18-B-11-101A46-2504-1711H71040-003 | | | | |
| | Amount changed from \$15,000.00 to \$0.00 | | | | |
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| | CHANGES FOR LINE ITEM NUMBER: 3 | | | | |
| | Description changed from News analysis and brief | | | | |
| | service focusing on EPA work and other topics of | | | | |
| | interest to EPA. to | | | | |
| ! | CANCELLED: News analysis and brief service | | | | |
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| | focusing on EPA work and other topics of interest | | | | |
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| s, al | CHANGES FOR DELIVERY LOCATION: HPOD | | | | |
| | Amount changed from \$15,000.00 to \$0.00 | | ll | | |
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| | CHANGES FOR ACCOUNTING CODE: | | ll | | |
| | 17-18-B-11-202BD4-2504-1711H71040-004 | | ll | | |
| | Amount changed from \$15,000.00 to \$0.00 | | ll | | |
| | Percent changed from 100 to 0 | | | | |
| | | 10.5 | ll | | |
| | CHANGES FOR LINE ITEM NUMBER: 4 | | ll | | |
| | Description changed from News analysis and brief | 11.75% | | | |
| | service focusing on EPA work and other topics of | | | | |
| | interest to EPA. to | | ΙI | | |
| 5 m.) | CANCELLED: News analysis and brief service | | 1 1 | | |
| · | focusing on EPA work and other topics of interest | | | | |
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| | Total Amount changed from \$5,000.00 to \$0,00 | | | | |
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| 4.5% | Amount changed from \$5,000.00 to \$0.00 | | 1 1 | | |
| | | 11.15% | | | |
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| s | 17-18-B-11-301ME9-2504-1711H71040-005 | | | | |
| | Amount changed from \$5,000.00 to \$0.00 | 1,300 | | | |
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| | CHANGES FOR LINE ITEM NUMBER: 5 | *************************************** | .[| | *************************************** |
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| NO. | SUPPLIES/SERVICES | QUANTITY | 1 1 | UNIT PRICE | AMOUNT |
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| | CHANGES FOR ACCOUNTING CODE: | | 1 1 | | |
| - 10.00 | 17-18-8-11-303099-2504-1711H71040-006 | | 1 1 | | |
| | Amount changed from \$15,000.00 to \$0.00 | | 1 1 | | |
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| | CHANGES FOR LINE ITEM NUMBER: 6 | | 1 | | |
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| 25 | CHANGES FOR DELIVERY LOCATION: HPOD | | | | |
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| | EP-18-H-000025/P00001 | 6 | 7 | | |

| CN MELTI | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AUGUNT . |
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| - | CHANGES FOR ACCOUNTING CODE: | | | | |
| | 17-18-B-11-501E44-2504-1711H71040-008 | | | | |
| | Amount changed from \$12,000.00 to \$0.00 | | | | |
| | Percent changed from 100 to 0 | | | | |
| | | | | | |
| | CHANGES FOR LINE ITEM NUMBER: 8 | | ll | | |
| | Description changed from News analysis and brief | | | | |
| | service focusing on EPA work and other topics of | | | | |
| | interest to EPA. to | | | | |
| | CANCELLED: News analysis and brief service | | | | |
| | focusing on EPA work and other topics of interest | | | | |
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| | CHANGES FOR LINE ITEM NUMBER: 9 | | | | |
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| | 17-18-C-11-101FK6XR1-2504-1711H71040-010 | | | | |
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| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
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| | Total Amount changed from \$3,000.00 to \$0.00 | | | | |
| | Obligated Amount for this modification: -\$3,000.00 | | | | |
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| | CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 | | | | |
| | Amount changed from \$3,000.00 to \$0.00 Percent changed from 100 to 0 | | | | |
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| | Payment: RTP Finance Center | | | | |
| | US Environmental Protection Agency RTP-Finance Center (AA216-01) | | | | |
| | 109 TW Alexander Drive www2.epa.gov/financial/contracts | | | | |
| | Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017 | | | | |
| | 701104 02 FEITOMIGINE: 12/07/2017 to 12/13/2017 | | | | |
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| 7540-01-152- | 2007 | | | | OPTIONAL FORM 338 (4-86) |

| Fo: Cc: From: Sent: Subject: | Grantham, Nancy[Grantham.Nancy@epa.gov] Julia Cotrone[jcotrone@definerscorp.com] Scott Cotter Tue 1/30/2018 7:46:12 PM Re: Definers contract documents for CBI review |
|--|--|
| Γhat sou Scott | nds great - thank you. |
| On Tue, | Jan 30, 2018 at 2:35 PM, Grantham, Nancy < Grantham.Nancy@epa.gov > wrote: |
| Hi Sco | tt, |
| Thanks | s for your reply – we will take the necessary action and provide you with a final copy of the document we release. |
| Thanks | S |
| Nanc | y Grantham |
| Office | e of Public Affairs |
| US E | nvironmental Protection Agency |
| 202-5 | <u>664-6879</u> (desk) |
| Persona | Phone / Ex. 6 (mobile) |
| Sent: T To: Gra | Scott Cotter [mailto: <u>scotter@definerscorp.com]</u> uesday, January 30, 2018 2:33 PM intham, Nancy < <u>Grantham.Nancy@epa.gov</u> >; Julia Cotrone < <u>jcotrone@definerscorp.com</u> > t: Definers contract documents for CBI review |
| with exredacti about l compe | Vancy – thank you for asking us to review these forms for Confidential Business Information ("CBI"). We agree very current redaction in the 77 pages (as designated by red boxes on the PDF). There are some additional ons in these documents which we believe do fall under the definition of CBI. Basically these include information Definers' product, our internal operations and our pricing that are confidential and would be of value to our titors should they be made public. This is especially true since work never began on this project and we received no ment funds. We ask that you also redact the following: |
| Per | sonal Privacy / Ex. 6 |

PBI / Ex. 4



Thank you for your attention.

Sincerely,

Scott Cotter

FWW v. EPA (18-cv-01497)

Scott Cotter

COO/CFO

Definers Corp

1500 Wilson Blvd.

5th Floor

Arlington, VA 22209

scotter@definerscorp.com

410-615-8409

--

Scott Cotter COO/CFO Definers Corp 1500 Wilson Blvd. 5th Floor Arlington, VA 22209 scotter@definerscorp.com 410-615-8409 **To:** Grantham, Nancy[Grantham.Nancy@epa.gov]

From: McCluney, Lance

Sent: Thur 12/7/2017 12:13:37 PM
Subject: Re: Definers Cost Breakdown/Letter

Good Morning Michael,

This is the clips service that \$120 has already been secured correct?

Sent from my iPhone

On Dec 7, 2017, at 5:31 AM, Grantham, Nancy < Grantham. Nancy@epa.gov > wrote:

This is fine - thx

Sent from my iPhone

On Dec 6, 2017, at 5:06 PM, Quarles, Michael < Quarles. Michael @epa.gov> wrote:

Hi Nancy,

Please verify the services listed in this new quote. Once you let me know it is good to go I will get the detailed breakdown.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970
Begin forwarded message:

From: Julia Cotrone < jcotrone@definerscorp.com > **Date:** December 6, 2017 at 4:46:55 PM EST

To: "Quarles, Michael" < Quarles.Michael@epa.gov > Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: 781.424.3491

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone < <u>jcotrone@definerscorp.com</u>> wrote:

Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

| Th | anks! |
|-----------|---|
| | Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael < Quarles. Michael @epa.gov > ote: |
| Н | ello Julia, |
| ar br | nank you for cost breakdown letter. Unfortunately, our procurement process requires in actual price quote. Are you able to provide a contractual price quote with cost reakout for the services below. As you know we are trying to implement your service rap, so your speedy response is greatly appreciated. |
| Ha | ave a great day, |
| М | ichael G. Quarles |
| Ad | equisitions and Assistance Manager |
| Of | ffice of Administrative and Executive Services |
| U: | S Environmental Protection Agency |
| 12 | 200 Pennsylvania Ave. NW |
| W | ashington, DC 20460 |
| M | ail Code 6202A |
| <u>(2</u> | 02) 343-9970 |
| Se To | om: Julia Cotrone [mailto: <u>icotrone@definerscorp.com]</u> ent: Friday, November 03, 2017 11:47 AM o: Lynn, Tricia < <u>lynn.tricia@epa.gov</u> > ubject: Definers Cost Breakdown/Letter |
| Н | i Tricia, |
| | ee below for the information you requested. Let me know if you need the letter in word doc and signed. |
| T | hanks! |

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

- -Advanced search functions
- -Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
- -Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
- -Human analysis
- -Coverage throughout the day
- -Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
- -Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,

Julia Cotrone

Special Assistant

Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console

2,500 = scope of clips package as defined by agency

- -News Alerts throughout the day from online, print, and TV sources
- -Matrices
- -Relevant breaking news

Julia Cotrone
O: <u>571.290.5461</u> | C: Personal Phone / Ex. 6

Julia Cotrone

O: <u>571.290.5461</u> | C: Personal Phone / Ex. 6

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

<Definers EPA Proposal clipped.docx>

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
Cc: McCluney, Lance[McCluney.Lance@epa.gov]

From: Quarles, Michael

Sent: Wed 12/6/2017 8:43:04 PM

Subject: FW: FW: Definers Cost Breakdown/Letter

Definers EPA Proposal.docx

Hi Nancy,

Please see email and attached cost proposal.

Deliberative Process / Ex. 5

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]

Sent: Wednesday, December 06, 2017 3:36 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael < Quarles. Michael @epa.gov > wrote: Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]

Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia < lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

FWW v. EPA (18-cv-01497) ED_002048_00018789-00001

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

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- -Human analysis
- -Coverage throughout the day
- -Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
- -Delivered through web interface and/or email per user preferences

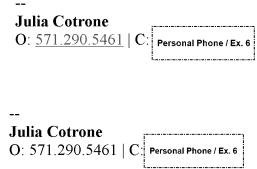
While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console

- 2,500 = scope of clips package as defined by agency
 - -News Alerts throughout the day from online, print, and TV sources
 - -Matrices
 - -Relevant breaking news



Justification for Other than Full and Open Competition (JOFOC) Authority: 41 U.S.C. 253(c), FAR PART 6.3

1. Agency: U.S. Environmental Protection Agency

Contracting Activity: Office of Acquisition Management - Headquarters

Procurement Operations Division Contractor: Definers Corp

2. Nature and/or description of the action:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements: responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. Description of the Supplies or Services:

This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

Period of performance: One year from date of contract award

DUNS: 076234313

Proposed Source: Definers Corp.

Contacts:

Joe Pounder, President
Tel. (b)(4)
(b)(4)
(b)(4)
(b)(4)
(b)(4)

4. Authority: [Check appropriate exception.]

[X] Only One Responsible Source <u>Authority:</u> 41 U.S.C. 253 (c) (1) <u>FAR Cite:</u> FAR 6.302-1

5. Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:

Leading providers Cision (<u>www.cision.com</u>), Bulletin Intelligence (<u>www.bulletinintelligence.com</u>), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. Other facts supporting the use of other than full and open competition.

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

<u> Approvals – </u>

1) Project Officer's Certification

I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

Signature of Technical Officer

Printed name of Technical
Officer

TRICIA S. Lynn

Technical Officer's phone number & E-mail address:

202.564.2615 / lynn, tricinal upa. gw

Date: 11/29/2017

| 2) Contracting Office | r's Certification | 1 |
|-------------------------|--|----|
| I certify that this jus | tification is accurate and complete to the best of m | ıy |
| knowledge and belie | | |
| Jody Gosnell | | |

Signature of Contracting Officer

Jody Gosnell Printed name of **Contracting Officer**

Contracting Officer's phone number and E-mail address:

gosnell.jody@epa.gov 202-564-4353

Date: 11/29/17

Justification for Other than Full and Open Competition (JOFOC) Authority: 41 U.S.C. 253(c), FAR PART 6.3

1 Agency: U.S. Environmental Protection Agency

Contracting Activity: Office of Acquisition Management - Headquarters

Procurement Operations Division Contractor: Definers Corp

2 Nature and/or description of the action:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

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Period of performance: One year from date of contract award

lof3

4. Authority: [Check appropriate exception.]

[X] Only One Responsible Source **Authority:** 41 U.S.C. 253 (c) (1)

FAR Cite: FAR 6.302-1

5. Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:

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- Delivered through a proprietary web interface which allows for email distribution as well.

2 of 3

6. Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:

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8. Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

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| | | | ES TO AMENDMENTS OF SOLICITATIONS | <u> </u> |
| The above r | umbered solicitation is amended as set ! | orth in item 14. The hour and da | its specified for receipt of Otters is exter | ided, is not extended |
| barra musi | environmenta recept of this amendment | prior to the hour and date specific | ad in the solicitation or as amended , by one of the following me | hods: (a) By completing |
| Rems & and | 15, and returning co | pies of the amendment; (b) By a | cknowledging receipt of this amendment on each copy of the off | er submitted . or (c) By |
| THE PLACE | er or tengram which includes a referenç I DESKONATED FOR THE DECEMP OF | r to the spiickaton and amendme DECEDS DDIOS TO THE NOVE | inlinumbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO I AND DATE SPECIFIED MAY RESULT IN REJECTION OF YO | BE RECEIVED AT |
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To: Julia Cotrone[jcotrone@definerscorp.com]

From: Lynn, Tricia

Sent: Wed 11/8/2017 6:00:59 PM

Subject: RE: Definers Cost Breakdown/Letter

Thank you!

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]

Sent: Wednesday, November 08, 2017 12:58 PM

To: Lynn, Tricia < lynn.tricia@epa.gov>
Subject: Re: Definers Cost Breakdown/Letter

Hi Tricia,

Thank you for following up - I'm just waiting on approval of the letter and will send this afternoon!

-Julia Cotrone

781.424.3491

On Nov 8, 2017, at 12:54 PM, Lynn, Tricia < lynn.tricia@epa.gov > wrote:

Hi Julia—

Just following up on this to see if there's anything you need from me to help with this request.

Thanks so much,

Tricia

From: Lynn, Tricia

Sent: Monday, November 06, 2017 1:13 PM **To:** 'Julia Cotrone' < <u>jcotrone@definerscorp.com</u>> **Subject:** RE: Definers Cost Breakdown/Letter

Hi Julia—

Thanks so much for sending this. My apologies for not replying sooner...I was out on Friday.

In any case, the information you've provided is helpful, but it's still not quite what I need. While your list of the service's attributes is impressive, I need to know exactly what it is that Definers can provide that no one else can. I understand you're saying your console is unique, but how so? How is it different from the database access other companies provide? For example, are any of the features or components you list not available from other vendors?

Or maybe it's the campaign-style system that's unique? Can you say more about that and why/how that's available only through Definers Corp?

Thanks again,

Tricia

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]

Sent: Friday, November 03, 2017 11:47 AM

To: Lynn, Tricia < lynn.tricia@epa.gov >

Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

- -Advanced search functions
- -Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
- -Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
- -Human analysis
- -Coverage throughout the day
- -Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
- -Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console

2,500 = scope of clips package as defined by agency

- -News Alerts throughout the day from online, print, and TV sources
- -Matrices
- -Relevant breaking news

Julia Cotrone

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Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c), FAR PART 6.3

1. Agency: U.S. Environmental Protection Agency

Contracting Activity: Office of Acquisition Management - Headquarters

Procurement Operations Division Contractor: Definers Corp

2. Nature and/or description of the action:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. Description of the Supplies or Services:

This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

Period of performance: One year from date of contract award

DUNS: 076234313

Proposed Source: Definers Corp.

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